

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

SUNCO TIMBER (KUNSHAN) CO.,
LTD.
Plaintiff/Counterclaim Defendant,

v.

LINDA SUN, individually,
Defendant/Counterclaimant,

DAVID SUN, individually, SHILLOCK
YUAN-SUN, individually, and INFINITY
WOOD PRODUCTS, LLC,
Defendants,

SUNCO, INC.,
Reach and Apply Defendant, and
Fraudulent Conveyance Defendant
Counterclaimant

EASTMAN ST. DISTRIBUTORS LLC,
EASTMAN ST. WOODWORKS, INC.,
INFINITY REALTY COMPANY LLC, and
NEW SUN LIMITED PARTNERSHIP,
Reach and Apply Defendants, and
Fraudulent Conveyance Defendants.

Civil Action No. 1:22-cv-10833

ANSWER TO COUNTERCLAIM

Plaintiff and counterclaim defendant Sunco Timber (Kunshan) Co., Ltd. ("Sunco China") respectfully submits its answer to the counterclaim of reach and apply defendant and fraudulent conveyance defendant and counterclaimant Sunco, Inc. ("Sunco USA").

1. Sunco China has insufficient information to admit or deny the reasonings behind Sunco USA's counterclaim and therefore denies.
2. Sunco China has insufficient information to admit or deny the allegations set forth in paragraph 2 of Sunco USA's counterclaim and therefore denies.

PARTIES

3. Admit.

4. Admit.

JURISDICTION

5. Admit.

6. Admit.

FACTS

7. Deny.

8. Deny.

9. Deny.

10. Deny.

a. Deny.

b. Deny.

c. Deny.

d. Deny.

e. Deny.

f. Deny.

g. Deny.

h. Deny.

11. Deny.

12. Deny.

COUNT I

Breach of Contract

13. Counterclaim Defendant denies and admits this incorporating allegation in accordance with its other responses.

14. Deny.

15. Deny.

16. Deny.

17. Deny.

COUNT II

Unjust Enrichment

18. Counterclaim Defendant denies and admits this incorporating allegation in accordance with its other responses.

19. Deny.

20. Deny.

21. Deny.

22. Deny.

COUNT III

Monies Had and Received

23. Counterclaim Defendant denies and admits this incorporating allegation in accordance with its other responses.

24. Deny.

25. Deny.

COUNT IV

Quantum Meruit

26. Counterclaim Defendant denies and admits this incorporating allegation in accordance with its other responses

27. Deny.

28. Deny.

29. Deny.

30. Deny.

COUNT V

Promissory Estoppel

31. Counterclaim Defendant denies and admits this incorporating allegation in accordance with its other responses.

32. Deny.

33. Deny.

34. Deny.

35. Deny.

FIRST AFFIRMATIVE DEFENSE

Statute of Limitations

Counterclaimant's claims are barred by the applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

Unclean Hands

Counterclaimant is barred from recovering on its claims as it acted with unclean hands.

THIRD AFFIRMATIVE DEFENSE

Novation

Counterclaim's claim is barred by doctrine of novation in that the parties entered into a subsequent agreement novating and replacing the existing agreement or parts thereto.

FOURTH AFFIRMATIVE DEFENSE

Defendant is in Breach

Counterclaimant's claims are barred because Counterclaimant is in breach of the parties' contract.

FIFTH AFFIRMATIVE DEFENSE
Lack Of Privity

There is no privity between Plaintiff and Defendant.

SIXTH AFFIRMATIVE DEFENSE
No Reliance

Counterclaimants claim fails because there was no reliance.

SEVENTH AFFIRMATIVE DEFENSE
Failure to State A Claim

Counterclaimant fails to state a claim upon which relief can be granted.

EIGHTH AFFIRMATIVE DEFENSE
Estoppel

As a result of Counterclaimant's actions, she is barred from enforcing her claims.

NINTH AFFIRMATIVE DEFENSE
Waiver

Counterclaimant's conduct, actions and words constitute a waiver of her claims.

TENTH AFFIRMATIVE DEFENSE
Laches

Counterclaimant is barred by the doctrine of laches as a result of her conduct from pursuing her claims.

ELEVENTH AFFIRMATIVE DEFENSE
Satisfaction

The loan claimed by Counterclaimant has been fully satisfied.

TWELFTH AFFIRMATIVE DEFENSE
Reservation of Rights

Counterclaim Defendant reserves any additional and further defenses as may be revealed during discovery or upon the receipt of additional information.

PRAYER FOR RELIEF

Counterclaim Defendant prays for the following relief:

- a. That Counterclaimant take nothing by way of this action;
- b. Counterclaim Defendant be awarded its attorneys' fees and costs; and
- c. Any remedy the Court deems just and equitable.

REQUEST FOR TRIAL BY JURY

Counterclaim Defendant hereby requests that this matter be tried by jury.

DATED: October 29, 2024

PLAINTIFF and COUNTERCLAIM DEFENDANT,
Sunco Timber (Kunshan) Co., Ltd.
By its attorneys,

/s/Yun Cheng

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CERTIFICATE OF SERVICE

I hereby certify that the above document was filed through the CM/ECF system and will be electronically sent to the registered participants as identified on the Notice of Electronic Filing (NEF) on this October 29, 2024.

/s/Timothy K. Cutler

Timothy K. Cutler